

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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DORIAN GETLIN,

Plaintiff,

08 CV 1872 (DRH)(AKT)

- against -

STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL

P.O. JOHN ZOLL and THE INCORPORATED
VILLAGE OF HEMPSTEAD,

Defendants.

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WHEREAS, plaintiff commenced this action by filing a complaint on or about May 8, 2008, alleging violations of his civil rights pursuant to 42 USC §1983 and pendent state claims for battery and negligence; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" hereinbelow.

2. Defendants, P.O. JOHN ZOLL and THE INCORPORATED VILLAGE OF HEMPSTEAD, hereby agree to pay plaintiff, DORIAN GETLIN, the sum of FORTY

THOUSAND (\$40,000.00) DOLLARS in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the named defendants P.O. JOHN ZOLL and THE INCORPORATED VILLAGE OF HEMPSTEAD, and to release all defendants and all present and former employees or agents of the Incorporated Village of Hempstead from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorneys all documents necessary to effect this settlement, including, without limitation, a General Release on the terms of paragraph "2" hereinabove.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, regulations or bylaws of the United States of America, the State of New York or the Incorporated Village of Hempstead. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the Incorporated Village of Hempstead.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: Kew Gardens, New York
June 18, 2012



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SO ORDERED:

U.S.D.J.